



August 11, 2021

Dear: Prospective Offeror:

Request for Proposal NO: 350961 -Master Agreement Performance Work Statement (PWS) for Technical Editing Technical Writing Services

Hanford Mission Integration Solutions, LLC. (HMIS) requests proposals for Master Agreement Performance Work Statement (PWS) for Technical Editing Technical Writing Services The requested work is in support of Hanford Mission Essential Services Contract (HMESC) Prime Contract 89303320DEM000031 with the U.S. Department of Energy, Richland Office.

Information regarding the submission of a proposal is contained in the attached Solicitation. Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business on August 24, 2021.

Please note that the scope of work for this solicitation requires (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5 million or more of government property, and/or (4) unescorted access to a limited/protected area. Therefore, a Foreign Ownership, Control, or Influence ("FOCI") determination by the U.S. Department of Energy will be required in order to process a facility clearance for your company.

All questions are to be directed to the Contract Specialist. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.

HMIS looks forward to your response.

Thank you,

Contract Specialist

Brandis J. Wood,
509-373-9568
Brandis_J_Wood@rl.gov



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SECTION A – SOLICITATION/AWARD



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1.0 Introduction

Hanford Mission Integration Solutions, LLC. (hereby HMIS, “Contractor” or “Buyer”) acting under its contract with the U.S. Department of Energy – Richland Operations Office (DOE-RL) located in Richland, WA, requests Offeror to submit a proposal for a Blanket Master Agreement type of subcontract to provide Master Agreement Performance Work Statement (PWS) for Technical Editing Technical Writing Services.

1.1 Buyer Not Obligated- Irregularities and Notifications

Buyer is not obligated to pay any costs incurred in the preparation and submission of Offeror’s proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.2 Solicitation Amendments

The Contract Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Contract Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF THE OFFER.

1.3 Proposal Submittal

The proposal is due by close of business on August 24, 2021.

The proposal shall be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original to the address as noted below. Identify the name of the Contract Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

Send proposal via the U.S. Postal Service to:

Response to Request for Proposal No. **350961**
Brandis J. Wood, MSIN G3-62
Hanford Mission Integration Solutions
P.O. Box 943
Richland, WA 99352

NOTE: *Communications with any HMIS personnel except the above named Contract Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.*

1.4 Late Proposals

A proposal is considered late if it is received at the office designated in the solicitation after the exact time and date specified for receipt and will not be considered unless:



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- a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
- b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- c. It is the only proposal received.

1.5 Proposal Changes

Any modification of a proposal, including the Contract Specialist's request for "Best and Final Offer," is subject to the same conditions as in the "Late Proposals" section above.

1.6 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

1.7 North American Industry Classification System (NAICS) Code and Size Standard

The Contract Specialist has determined that North American Industry Classification System ("NAICS") Code 541611, Administrative Management and General Management Consulting Services applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 16.5 Million Dollars.

If this solicitation is designated as a small business set-aside, by submitting a proposal or an offer to this solicitation, the Offeror certifies that they are a small business qualifying for the NAICS code and meeting the size standard noted above

By submitting a proposal for this solicitation, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's misrepresentation of its business size or status, regardless of whether Offeror's misrepresentation was willful, intentional, or knowing.

1.8 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Contract Specialist no later than August 16, 2021. The Contract Specialist will answer all questions in writing for the benefit of all prospective Offerors.

2.0 Basis for Award

HMIS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror who is considered to be the overall Best Value to the government. This solicitation provides the basis for HMIS evaluation. Offerors are also advised that HMIS reserves the right to award a subcontract based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.



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2.1 Basis of Award- Tradeoff Selection Process

Award may be made to the Offeror submitting the best proposal in which both cost/price and other specifically defined factors will be the basis of award. Proposals will be evaluated to determine the response that provides the best value to Buyer and the Government, considering cost/price and technical criteria; with technical rated higher than cost/price.

3.0 Proposal Instructions

Follow the described proposal instructions.

3.1 Proposal Preparation

Prepare the proposal simply and economically, and provide a straightforward and concise presentation of the information requested in the Request for Proposal. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by the HMIS.

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered proprietary.

3.2 Proposal Content

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete. Omit all cost or pricing details from the technical proposal.

3.2.1 Volume I Technical Proposal Requirements

HMIS will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements as specified in the Statement of Work. Offeror's proposal must address the following:

- An acknowledgement that the Statement of Work is fully understood and that the Offeror has resources qualified to perform the work.
- Resumes of proposed Technical Editors.
- Statement of compliance with subcontract insurance requirements as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Workplace Substance Abuse Plan.
- Small Business Subcontracting Plan (or a statement of exclusion if not applicable).

Qualification Criteria:

Company Capability:

- A. Company shall explain its capability to provide technical editing, technical writing services for a wide range of organizations, including but not limited to business services (i.e. company administration, finance, internal controls) to technically related projects and services (i.e. engineering support, construction, reliability projects, and similar technical disciplines).



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- B. Company shall explain its capability in providing technical editing, technical writing services utilizing company policies and procedures while adhering to government requirements and standards.
- C. Company shall explain its capability to provide resources with impeccable writing, spelling, and grammatical skills, including the process it intends to implement to verify this skill set.
- D. Company shall explain its capability for working with Microsoft Word, Visio, Excel and Outlook as well as PowerPoint, Publisher, & Adobe. This shall include working with complex equations, styles and macros contained in Word along with manipulating Adobe files. The company shall explain how it intends to verify its personnel have knowledge and experience in use of the systems identified.

Company Approach:

- A. Company shall describe its approach regarding management and allocation of resources across multiple and various organizations within HMIS.
- B. Company shall describe its approach regarding assignment of resources commensurate to the level of skill and experience required to meet the needs of the organization.
- C. Company shall describe its approach regarding how it intends to manage multiple urgent requests, from various organizations, in parallel.

Past Performance:

- A. Company shall provide demonstrable previous experience in providing relatable technical editing, technical writing services for a wide range of organizations (minimum is 8 years).
- B. Company shall provide demonstrable previous experience in providing technical editing, technical writing services in a federal environment (minimum of 5 years).
- C. Company shall provide demonstrable previous experience in working with Microsoft Word, Visio, Excel and Outlook as well as PowerPoint, Publisher, & Adobe, including complex equations, styles and macros contained in Word along with experience in manipulating Adobe files (minimum of 5 years).
- D. Company shall provide demonstrable previous experience in managing shared folder sites and electronic record storage areas.

3.2.2 Volume II Required Price Support Information

The Offeror is required to submit information sufficient to determine that the prices or costs being charged are fair and reasonable. Such information may include pricing, sales, or cost information that is pertinent to establishing the pricing or costs being charged.

The Offeror grants the Buyer or its authorized representative(s) the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify the reasonableness of the price. For items priced using catalog or market prices, or law and regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

Any Subcontract that results from this Solicitation will be determined by the price the Offeror pays for material (without profit applied) plus fully burdened hourly labor rates, multiplied times the number of



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hours worked. Upon mutual agreement, this schedule of costs and rates will be the basis for pricing on any resulting Subcontract.

3.2.3 Volume III Pricing Backup

Upon Buyer's determination of a successful Offeror, Buyer will request audited company financial reports for the previous three (3) year period, including balance sheets and income statements. The successful Offeror shall provide such information within 48 hours of the request.

In the event audited company financial reports are not consistent with the Offeror's customary accounting practice and in the absence of certified statements, the Buyer may request the following, listed in order of preference:

1. Parent guarantee;
2. Bond;
3. Irrevocable letter of credit;
4. Submission of uncertified financial statements which shall be certified as being accurate and complete by an agent of Offeror's company, which may be subject to HMIS verification with the Internal Revenue Service (IRS).

If the selected successful Offeror is unable to provide the information required within the time frame identified or if the Buyer is unable to determine the successful Offeror as financially responsible for award of the Subcontract, Buyer, in its sole determination, may select another successful Offeror for the award.

3.3 Evaluation of Options

Except when it is determined not to be in HMIS' best interest, HMIS evaluates offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate HMIS to exercise the option(s).

HMIS analyzes bids to determine whether prices are unbalanced, and may reject a proposal offer as nonresponsive if it determines that the proposal is materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

3.4 Representations and Certifications

HMIS relies upon Offeror's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

By submitting a proposal to HMIS in response to this solicitation, the Offeror is certifying that:

1. The representation and certification information in SAM is accurate and complete as of the date of the offer.
2. All statements and explanatory documentation submitted are current and accurate.



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3. Offeror complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
4. All Offeror employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Offeror agrees to the testing of assigned employees under HMIS program for controlled substances.
5. Offeror's information in the Buyer registration system is current, accurate and complete and is no greater than 12 months old).
6. Offeror will update its information in SAM on at least an annual basis.

3.5 Small Business Subcontracting Plan

Offeror must include a Small Business Subcontracting Plan with its proposal if the proposed amount is more than \$700,000 (\$1,500,000 for construction) and Offeror does not qualify as a small business per the size standard applicable to this procurement. The Plan must conform to and comply with all requirements specified in Federal Acquisition Regulation (FAR) Clause 52.219-9, "Small Business Subcontracting Plan" (Jan 2017), containing all information specified and conforming to the format described therein.

3.6 Additional Information

In order for HMIS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed in Exhibits of this solicitation.

3.7 Acceptance of Terms and Conditions and Technical Requirements

The subcontract resulting from this Solicitation will be substantially the same as the draft Subcontract that is contained in this Solicitation. Offeror must describe any exceptions (on the Agreement Exceptions form of this Solicitation) to the terms and conditions and technical requirements. HMIS considers compliance with the terms and conditions and technical requirements of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Contract Specialist. If any exceptions are taken to the terms and conditions and/or technical requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, HMIS may determine the proposal to be non-responsive.

Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the terms and conditions and technical requirements of the Subcontract that are contained in or referenced in this Solicitation.

3.8 Proposal Validity Period

Offeror's proposal shall remain firm for 120 days after the proposal due date.

4.0 Notices

In order for HMIS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed in Notices of this solicitation.



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4.1 Financial Capability Determination Information

HMIS reserves the right, prior to award, to require Offeror to submit information which HMIS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

4.2 Local Business Limitation

Award of this Subcontract is limited to businesses that are or will be operating in the local vicinity of the Hanford Site, Washington for the duration of any resulting award. Local vicinity is defined as the Washington counties of Benton, Franklin, Adams, Grant, Klickitat, Walla Walla, Yakima, as well as Umatilla County, Oregon. Business concerns that are not operating in the local vicinity but plan to in response to this solicitation must provide sufficient details with their proposals demonstrating that they will be fully operational on or before the start date for the resultant Subcontract.

4.3 Foreign Ownership, Control, or Influence (FOCI) Certification

The scope of work for this solicitation requires either (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5M plus of government property, and/or (4) unescorted access to a limited/protected area. Therefore, a FOCI determination by the U.S. Department of Energy will be required in order to process a facility clearance for your company. A facility clearance needs to be issued before any resultant subcontract can be awarded.

4.4 Facility Clearance

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office, which issued this solicitation.

1. Use of Certificate Pertaining to Foreign Interests, Standard Form 328.
 - a. The Subcontract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Subcontractor's organization and access authorizations (security clearances) for Subcontractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Subcontractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Subcontractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format



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directed by DOE. When completed the Subcontractor must print and sign one copy of the SF 328 and submit it to the Contract Specialist.

- b. Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- c. Following submission of a Standard Form 328 and prior to contract award, the Subcontractor shall immediately submit to the Contract Specialist written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a Subcontract, the Subcontractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

2. Definitions.

- a. "Foreign Interest" means any of the following –
 - i. A foreign government, foreign government agency, or representative of a foreign government;
 - ii. Any form of business enterprise or legal entity organized, chartered, or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
 - iii. Any person who is not a citizen or national of the United States.
- b. "Foreign Ownership, Control, or Influence (FOCI)" means the situation where the degree of ownership, control, or influence over a Subcontractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result
- c. "Facility Clearance" means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon –
 - i. A favorable foreign ownership, control, or influence (FOCI) determination based upon the Subcontractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Subcontractor;
 - ii. A Subcontract or proposed Subcontract containing the appropriate security clauses;



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- iii. Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
 - iv. An established Reporting Identification Symbol code for the Nuclear Material Management and Safeguards Reporting System if access to nuclear materials is involved;
 - v. A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - vi. Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - vii. Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
3. A Facility Clearance is required prior to the award of a Subcontract requiring access to classified information and the granting of any access authorizations under a Subcontract. Prior to award of a Subcontract, the DOE must determine that award of the Subcontract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the Subcontract. The Contract Specialist may require the offeror to submit such additional information as deemed pertinent to this determination.
 4. A Facility Clearance is required even for contracts that do not require the Subcontractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Subcontractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
 5. Except as otherwise authorized in writing by the Contract Specialist, the provisions of any resulting contract must require that the Subcontractor insert provisions similar to the foregoing in all lower-tier subcontracts and purchase orders. Any lower-tier subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the Subcontractor or the Contract Specialist for the Subcontract.

Notice to Offerors – Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (1)(a) of this clause, the offeror should review the FOCI submission to ensure that:

1. The Standard Form 328 has been signed and dated by an authorized official of the company;
2. If publicly owned, the Subcontractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the



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audited, consolidated financial information for the most recently closed accounting year has been attached;

3. A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
4. A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
5. A summary FOCI data sheet.

4.5 Foreign Nationals

If the Offeror intends to propose any foreign national (non-US citizen) personnel, that information must be a part of the Offeror's proposal. They will be processed in accordance with HMIS Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This process could add lead time from a few days up to several weeks depending on the country of origin, Hanford facilities they will access, and the subject matter involved.

4.6 Service Animal Requirement

If any of the individuals performing work under the awarded subcontract require the use of a service animal to perform their work or tasks, this information is to be included in the proposal.




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Exhibits

The list of Exhibits as outlined in the table below are required as a part of your response to the identified Request for Proposal. Failure to provide and disclose any information requested below may be grounds for disqualification if identified prior to award or, if applicable, termination, if identified after award.

Note: *Additional attachments may be outlined within the Request for Proposal.*

It is recommended that you refer back to the Request for Proposal document to ensure all attachments have been identified and included in your proposal response.

Exhibit No.	Title	GO TO
001	Compensation Schedule – Price Proposal	 Attachment 2 - RFP 350961 - Price Propo
002	Proposed Lower Tier Subcontractors	Exhibit 002
003	Past Performance	Exhibit 003
004	Conflict of Interest Disclosure and Representation	Exhibit 004
005	Foreign National Disclosure	Exhibit 005
006	Representation and Certification	Exhibit 006
007	Foreign Ownership, Control, Or Influence (FOCI) Certification	Exhibit 007
008	Agreement, Exceptions, and Assumptions	Exhibit 008
009	Organizational Conflict of Interest Disclosure	Exhibit 009
010	Certification Regarding Substance Abuse at DOE Sites	Exhibit 010



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Exhibit 001 – Compensation Schedule – Price Proposal

REQUEST FOR PROPOSAL 350961							
LABOR RATE BREAKDOWN							
COMPANY NAME:							
LABOR JOB	Base	Fringe	Payroll	Overhead	G&A	Profit	Fully Burdened Rate
CLASSIFICATION	Hourly	Benefits	Taxes &				
	Rate	Insurance					
		0.00%	0.00%	0.00%	0.00%	0.00%	
Technical Editor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please find Exhibit 001 – [Compensation Schedule – Labor Hour Proposal Breakdown](#) included with this Solicitation as an Excel file.

Figure 1. Picture of the Price Proposal Spreadsheet



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Exhibit 002 – Proposed Lower-Tier Subcontractors

Please type or print the names and contact information for all of the lower-tier Subcontractors. Use additional sheets if necessary.

LOWER-TIER SUBCONTRACTOR/SUPPLIER CONTACT NAME: TELEPHONE NO.:	DESCRIPTION OF SERVICES TO BE PROVIDED:	**APPROXIMATE AWARD AMOUNT:
NAME AND ADDRESS OF OFFEROR: 	NAME OF SIGNER <i>(Print)</i>: 	
	TITLE OF SIGNER <i>(Print)</i>: 	
OFFEROR: <i>(Signature of person authorized to sign)</i> 	DATE: 	

** APPROXIMATELY ____% OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 50% FOR SMALL BUSINESS OR 70% FOR A LARGE BUSINESS (FOR SERVICES) OR 85% (FOR CONSTRUCTION) OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR'S ARE REQUIRED



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TO NOTIFY CONTRACT SPECIALIST WHENEVER _____ % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70% (FOR SERVICES) OR 85% (FOR CONSTRUCTION).



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Exhibit 003 – Past Performance

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE/ END DATE CONTRACT VALUE	CONTRACT TERMINATED? (Y/N) <i>Explain in attachment</i>

NAME AND ADDRESS OF SUBCONTRACTOR	NAME OF SIGNER <i>(Print):</i>
	TITLE OF SIGNER <i>(Print):</i>
	DATE
SUBCONTRACTOR <i>(Signature of person authorized to sign)</i>	



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Exhibit 004 – Conflict of Interest Disclosure and Representation

It is Hanford Mission Integration Solutions, LLC (HMIS) policy to avoid situations which place a Subcontractor or Subcontractor's employees in a position in which it may not be able to participate or perform on an equal basis for Buyer-controlled work with other qualified contractors due to impermissible Conflicts of Interest. See, [FAR 3.1101](#). To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. In addition, the Subcontractor is to consider potential conflicts of interest of all personnel working in a staff augmentation or direct services role for familial relationships at Hanford in answering the following.

Subcontractor hereby certifies that ☐ **there is not** or ☐ **there is** a potential conflict of interest by the company or company personnel. If the answer is affirmative, the details associated with the real or potential concerns are disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER (<i>Print</i>):
	TITLE OF SIGNER (<i>Print</i>):
	DATE:
OFFEROR: (<i>Signature of person authorized to sign</i>)	



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Exhibit 005 – Foreign National Disclosure

It is Hanford Mission Integration Solutions, LLC (HMIS or Buyer) policy to require that Subcontractors disclose any foreign national (non-US citizen) personnel that will support the services as outlined in the attached Statement of Work. All foreign nationals will be processed in accordance with HMIS Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This includes any Subcontractor work scope and pertinent business information to which foreign nationals may be assigned whether on or off the Hanford site. This process could add from a few days up to several weeks of lead time depending on the country of origin, Hanford facility to be accessed, and the subject matter involved.

A foreign national is defined as any individual who is not a U.S. Citizen. Immigrant aliens and lawful permanent residents (Green card holders) are not U.S. citizens. However, an individual who has a dual citizenship with a foreign country and the United States is not considered a foreign national but is a U.S. citizen.

Subcontractor hereby certifies that ☐ **there are not** or ☐ **there are** foreign nationals proposed by the Subcontractor in support of the requested services as outlined in the Statement of Work. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER (<i>Print</i>):
OFFEROR: (<i>Signature of person authorized to sign</i>)	TITLE OF SIGNER (<i>Print</i>):
	DATE:



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Exhibit 006– Representation and Certification

Offeror hereby certifies their socioeconomic size status as ☐ **SMALL** or ☐ **LARGE** based on the North American Industry Classification System (NAICS) _____ (input NAICS identified in the subject Request for Proposal). Offeror also identifies as: (list additional socioeconomic status applicable, i.e. Woman Owned, HubZone, Veteran owned, etc.)_____.

Offeror certifies that the disclosure of size status as listed above corresponds to the size status as identified in the System for Award Management (SAM.gov) in reference to identified NAICS for the subject Request for Proposal. Any such disclosure may result in the need for additional discussions relative to the Offeror's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

NAME AND ADDRESS OF OFFEROR: OFFEROR: <i>(Signature of person authorized to sign)</i>	NAME OF SIGNER <i>(Print):</i> TITLE OF SIGNER <i>(Print):</i> DATE:
--	---

Please complete section below if your company is a Joint Venture.

Offeror certifies that they ☐ **Do** or ☐ **Do Not** have an active Joint Venture agreement. If offeror does have an active joint venture, please identify the following:

Joint Venture Name: _____

Please list companies that make up the Joint Venture and the socioeconomic status of each:

Company: _____ hereby certifies their socioeconomic size status as ☐ **SMALL** or ☐ **LARGE** based on the North American Industry Classification System (NAICS) _____ (input NAICS identified in the subject Request for Proposal). Offeror also identifies as: (list additional socioeconomic status applicable, i.e. Woman Owned, HubZone, Veteran owned, etc.)_____.

Company: _____ hereby certifies their socioeconomic size status as ☐ **SMALL** or ☐ **LARGE** based on the North American Industry Classification System



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(NAICS) _____ (input NAICS identified in the subject Request for Proposal). Offeror also identifies as: (list additional socioeconomic status applicable, i.e. Woman Owned, HubZone, Veteran owned, etc.)_____.

If you are submitting as a Joint Venture, please provide the date of 1st award and the number of contracts awarded under the agreement to date. _____

****Offeror must provide a copy of the SBA Joint Venture Agreement as a part of the proposal package****

Offeror certifies that they ☐ **Do** or ☐ **Do Not** have an active SBA Mentor Protégé agreement. If Offeror does have an active SBA Mentor/Protégé agreement please identify the following:

Mentor or Protégé Name: _____

Date the Mentor/Protégé was approved under the Small Business Administration:

****Offeror must provide a copy of the SBA Mentor/Protege Agreement and SBA Program Mentor/Protégé Letter as a part of the proposal package****

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER (<i>Print</i>):
OFFEROR: (<i>Signature of person authorized to sign</i>)	TITLE OF SIGNER (<i>Print</i>):
	DATE:



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Exhibit 008 – Agreement, Exceptions, and Assumptions

Any exceptions to the proposed subcontract terms and conditions must be indicated below. Hanford Mission Integration Solutions, LLC (HMIS or Buyer), however, reserves the right to disqualify offers which deviate from the Solicitation. If the Offeror has no exceptions or assumptions, please write “None” below.

NAME AND ADDRESS OF OFFEROR:

NAME OF SIGNER *(Print)*:

TITLE OF SIGNER *(Print)*:

OFFEROR: *(Signature of person authorized to sign)*

DATE:



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Exhibit 009 – Organizational Conflict of Interest Disclosure Statement

It is Hanford Mission Integration Solutions, LLC (HMIS or Buyer) policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for Buyer's-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise Buyer whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have or appear to have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or Subcontractors of any tier. Therefore:

Offeror shall provide Buyer a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

Offeror shall assure that any consultants and/or Subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to Buyer, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to Buyer information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

Buyer will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to Buyer, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) bias caused by financial, contractual, organizational, or other interests which relate to the work to be performed under the subcontract, resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2) obtaining an unfair competitive advantage over other parties. If Buyer determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to Buyer, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by Buyer may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, Buyer may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work



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contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by Buyer in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and Buyer will not authorize work to begin, until representations and disclosure information has been evaluated. Buyer may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by Buyer, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER <i>(Print)</i>:
OFFEROR: <i>(Signature of person authorized to sign)</i>	TITLE OF SIGNER <i>(Print)</i>:
	DATE:



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Exhibit 010 – Certification Regarding Substance Abuse at DOE Sites

Any Subcontract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, “Workplace Substance Abuse Programs at DOE Sites.”

Offeror certifies and agrees that it will provide to the Buyer its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707 pursuant to this solicitation, within 30 days after notification of selection for award or award of a Subcontract, whichever is occurs first.

Failure of Offeror to certify in accordance with this requirement renders the offer non-responsive and the Offeror ineligible for award.

In addition to other remedies available to Buyer or to the DOE in lieu of the Buyer, this certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

NAME AND ADDRESS OF OFFEROR:

NAME OF SIGNER (*Print*):

TITLE OF SIGNER (*Print*):



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5.0 Award

Subcontract No. TBD	
Issued By: Hanford Mission Integration Solutions, LLC PO Box 943 Richland, WA 99352 Contract Specialist Name: Brandis J. Wood MSIN: G3-62 Email: brandis_j_wood@rl.gov Phone Number: 509-373-9568	Subcontractor: TBD Point of Contact: Email: Phone Number:

This Subcontract is effective as of TBD, between Hanford Mission Integration Solutions, LLC (HMIS, Contractor or Buyer) and TBD ("SUBCONTRACTOR") who hereby agrees that all work specified below, which is a portion of the goods and services to be provided by HMIS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract

5.1 Statement of Work

Except as specified elsewhere in the subcontract, Subcontractor shall furnish all labor and materials necessary and required to satisfactorily perform: Master Agreement Performance Work Statement (PWS) for Technical Editing Technical Writing Services Dated: June 9, 2021 Revision: 0. The Statement of Work is incorporated into this subcontract is and along with all of the other clauses and terms identified herein.

5.2 Effective Term

The term of this Subcontract shall be from TBD through September 30, 2022 unless extended by the parties or terminated by other provisions of this Subcontract. Expiration of the term shall not affect any outstanding releases or open tasks.

5.3 Contract Type

Blanket Master Agreement

5.4 Total Value of Subcontract

Not to Exceed \$0.00.

5.5 Compensation

As full consideration for the satisfactory performance by Subcontractor of this Subcontract, HMIS shall pay to Subcontractor compensation in accordance with the prices set forth in the Subcontract consistent with the payment provisions of this Subcontract.



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5.6 Payment Terms

Payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between Subcontractor and HMIS.

5.7 Authorized Personnel

Only the following named individuals are authorized to make changes to this Subcontract/Purchase Order:

Contract Specialist: Brandis J. Wood
Procurement Manager: Angie Gagnon

Email: brandis_j_wood@rl.gov
Email: angelita_gagnon@rl.gov

5.8 Designation of Technical Representative

The Contract Specialist hereby designates the following as the Buyer's Technical Representative (BTR) for this Subcontract: TBD

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.

5.9 Subcontract Release Procedure

HMIS may request work to be performed by the SUBCONTRACTOR under the Blanket Master Agreement (BMA) as separate Subcontract Releases using the following process:

- The Contract Specialist will provide the Subcontractor with a solicitation for proposal containing the Statement of Work for each Task Order Release (TOR). The Contract Specialist will identify the date and time the Subcontractor's proposal shall be submitted among other criteria as required for the specific scope of service(s) requested.
- The Subcontractor shall provide its proposal response in accordance with the solicitation instructions. The Subcontractor is strictly prohibited from discussing the solicitation, or part thereof, with any personnel other than the Contract Specialist.
- The Contract Specialist, along with other members of HMIS as appropriate, will review the Subcontractors proposal response to the solicitation request.
- The Subcontractor shall provide any additional information as necessary to assist the Contract Specialist in the evaluation of Subcontractor's proposal.



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- Once the Contract Specialist has found the Subcontractor's proposal to be reasonable, allocable and allowable to the scope of services requested, the Contract Specialist will issue a formal TOR in accordance with the terms of the Blanket Master Agreement (BMA).

In the event the work is such that time will not permit the process as outlined above, the Contract Specialist may issue a Notice to Proceed to the Subcontractor in advance of a formal TOR. The Subcontractor shall proceed with the work based on this direction in accordance with the terms of the Blanket Master Agreement (BMA). Such Notice-to-Proceed will be finalized between the Subcontractor and HMIS through a formal TOR incorporating the terms of any Notice-to-Proceed

5.10 Subcontract Release Ceiling Price

A ceiling price shall be specified in each individual Subcontract Release. HMIS shall not be obligated to pay the SUBCONTRACTOR any amount in excess of the individual Subcontract Release ceiling price, and SUBCONTRACTOR shall not be obligated to continue performance if to do so would exceed the Subcontract Release ceiling price, unless and until HMIS has issued a Subcontract Release amendment increasing the ceiling price.



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SECTION B – PRICES/COST



6.0 Invoices

6.1 Invoice Instructions – T&M/LHC Cost Reimbursable

Original invoices and supporting documentation shall be submitted no more than once a calendar month electronically to Accounts Payable (hmis_ap_invoices@rl.gov) with a copy to the Contract Specialist unless otherwise directed by the Contract Specialist. Please do not submit hard copies unless requested by the Contract Specialist.

Invoice Payment Terms. The Subcontractor shall prepare all invoices in a form satisfactory to and approved by the Authorized Contracts Specialist. Except to the extent expressly stated elsewhere in this Subcontract, the invoice is payable thirty (30) calendar days after receipt by the BUYER of a properly marked and submitted invoice. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check, or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.

Invoice Certification. Submittal of an invoice constitutes the SUBCONTRACTOR's certification that materials, work and/or services have been delivered as specified on the invoice in accordance with the Subcontract. This invoice certification additionally represents that all invoiced hours and materials are true, accurate and correctly represent the invoiced costs to accomplish this Work on the Subcontract. Falsely invoicing costs may result in civil or criminal penalties as a violation of the Federal False Claims Act (31 USC 37296).

Minimum Invoice Requirements. The invoice shall identify the following information:

- Each Invoice must have a unique invoice number
- The Subcontractor's name, invoice number, and Subcontract number, and Release number must be in the subject line of the e-mail message use to submit the electronic invoice.
- The Subcontractor's name and telephone number of a representative available to respond to invoice questions.
- The total amount due for the billing period (this amount shall be separate from cumulative amounts or subtotals included on the invoice).
- A cost summary identifying all cost elements being invoiced. Cumulative values (i.e., invoiced to date values) for each item being invoiced are requested to be included as part of the invoice submission.
- Each invoice must include a separate line item for sales tax unless an exemption from sales tax is specifically cited in the body of the Subcontract. Invoices that do not include a separate line item for sales tax will not be paid and will be returned to the Subcontractor.
- The Subcontractor must provide itemized receipts, unless justification is provided explaining why itemized receipts cannot be provided. Credit card statements are not acceptable as invoice supporting documentation.
- A synopsis with sufficient details to describe the work performed within the Period of Performance of the invoice.
- Timekeeping Records shall be provided with each invoice submittal. Timekeeping records submitted may be a system generated document, or equivalent, that identifies the project (job) number, employee name, dates worked and all associated daily hours and totals. These records



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shall be attached to the invoice and be included as part of the Invoice Certification requirement Identified within this document. Timekeeping records shall be in accordance with “Subcontractor Timekeeping Records Signature Requirements” outlined in the section below.

- A corresponding description of each item billed and the associated amount.

Subcontractor Timekeeping Records Signature Requirement. The Subcontractor shall submit timecards for hourly employees for non-fixed-price and cost reimbursable subcontracts and non-fixed-price and cost reimbursable sub tiers. Cost reimbursable type subcontracts are defined by FAR 16.301 and non-fixed-price subcontracts are set forth in FAR 16.600 and includes Time-and-Materials and Labor-hour subcontracts. The subcontract and lower-tier timecards for these subcontract types must be obtained by HMIS prior to the Subcontractor’s payment of the costs. The timecards must reflect actual hours worked. The Subcontractor timecards must be signed by the Subcontractor employee and certified by the Subcontractor employee’s supervisor. The Subcontractors and lower-tiers performing work under cost-reimbursable and non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Subcontractor shall, at least once every three (3) years, conduct a labor audit of cost reimbursable Subcontractors and lower-tiers. The audit shall be conducted to either Institute of Internal Auditors standards (if conducted internally) or GAGAS (if conducted externally), unmodified. This clause should be flowed down to all cost reimbursable type and non-fixed price subcontracts and sub tiers.

Fully Burdened Hourly Rate. Unless specified otherwise, the invoiced amount shall be computed by multiplying the appropriate hourly rate prescribed in the Subcontract’s Rate Schedule by the number of direct billable labor hours. The rates shall include wages, indirect costs, general and administrative expense, and profit.

Provisional Indirect Billing Rates. Until final annual indirect cost rates are established for any period, the Buyer shall reimburse the Subcontractor at provisional billing rates established by the Buyer’s authorized contract specialist, or Administrative Contracting Officer, or by an authorized representative (the cognizant auditor), subject to adjustment when the final indirect rates are established. These provisional indirect billing rates:

- Shall be the anticipated final rates; and
- May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

Reimbursement of Costs. Reimbursable costs will be determined allowable by the BUYER’s authorized contract specialist in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this Subcontract and the terms of this Subcontract.

Rejection of Invoices. Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be rejected and returned to the Subcontractor. Buyer will not incur and/or pay for any late charges associated with a rejected invoice. The Buyer shall not reimburse any costs associated with the resubmission of an invoice to meet these requirements.

Withholding Invoice Payments. The Buyer may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

- Substandard Work or delays in the Work not corrected promptly.
- Evidence that a claim has been or will be filed against the Subcontractor.



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- Failure to promptly and properly pay lower tier Subcontractors or suppliers.

6.2 Invoice Instructions - Fixed Price

Original invoices and supporting documentation shall be submitted no more than once a calendar month electronically to Accounts Payable (hmis_ap_invoices@rl.gov) with a copy to the Contract Specialist unless otherwise directed by the Contract Specialist. Please do not submit hard copies unless requested by the Contract Specialist.

Invoice Payment Terms. The SUBCONTRACTOR shall prepare all invoices in a form satisfactory to and approved by the Authorized Contracts Specialist. Except to the extent expressly stated elsewhere in this Subcontract, the invoice is payable thirty (30) calendar days after receipt by the BUYER of a properly marked and submitted invoice. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check, or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the SUBCONTRACTOR. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.

Invoice Certification. Submittal of an invoice constitutes the SUBCONTRACTOR's certification that materials, work and/or services have been delivered as specified on the invoice in accordance with the Subcontract. Falsely invoicing costs may result in civil or criminal penalties as a violation of the Federal False Claims Act (31 USC 37296).

Minimum Invoice Requirements. The invoice shall identify the following information:

- Each Invoice must have a unique invoice number
- The SUBCONTRACTOR's name, invoice number, and Subcontract number, and Release number must be in the subject line of the e-mail message use to submit the electronic invoice.
- The SUBCONTRACTOR's name and telephone number of a representative available to respond to invoice questions.
- The total amount due for the billing period (this amount shall be separate from cumulative amounts or subtotals included on the invoice).
- Each invoice must include a separate line item for sales tax unless an exemption from sales tax is specifically cited in the body of the Subcontract. Invoices that do not include a separate line item for sales tax will not be paid and will be returned to the Subcontractor.
- The Subcontractor must provide itemized receipts, unless justification is provided explaining why itemized receipts cannot be provided. Credit card statements are not acceptable as invoice supporting documentation.
- A synopsis with sufficient details to describe the work performed within the Period of Performance of the invoice.
- A corresponding description of each item billed and the associated amount.

Rejection of Invoices. Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be rejected and returned to the SUBCONTRACTOR. BUYER will not incur and/or pay for any late charges associated with a rejected invoice. The BUYER shall not reimburse any costs associated with the resubmission of an invoice to meet these requirements.



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Withholding Invoice Payments. The BUYER may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

- Substandard Work or delays in the Work not corrected promptly.
- Evidence that a claim has been or will be filed against the Subcontractor.
- Failure to promptly and properly pay lower tier Subcontractors or suppliers.

6.3 Subcontracting Plan

The Subcontractor's Small Business Subcontracting Plan dated TBD is hereby incorporated into and made a part of this Subcontract. Failure of the Subcontractor to comply in good faith with the HMIS approved Small Business Subcontracting Plan shall be considered a material breach of this Subcontract and shall be a basis for terminating this Subcontract. During the period of performance of this Subcontract, the Subcontractor shall submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with FAR 52.219-9 using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

Upon request from Buyer, Subcontractor shall promptly provide any requested information and/or documents relating to its subcontracting of any portion of this Subcontract, including information regarding or relating to the small business size and socioeconomic category status of any of its subcontractors. Failure to promptly provide such information shall be a material breach of this Subcontract and shall be a basis for terminating this Subcontract.

Subcontractor shall indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, submit required reports or information thereunder, or promptly provide to Buyer any requested information and/or documents described in the preceding paragraph.



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SECTION C – STATEMENT OF WORK



7.0 Reimbursement of Overtime

Professional Services

All hours worked beyond eighty (80) hours in a two-week period (overtime) must be approved by both the Contract Specialist and the BTR or their BTR designee. For every overtime hour worked, the Subcontractor shall be compensated at the overtime rate established in the Subcontract, subject to the conditions and requirements of this section.

Service Contract Act Covered Support

All hours worked beyond forty (40) hours in a single-week period (overtime) must be approved by both the Contract Specialist and BTR or their BTR designee. For every overtime hour worked, the Subcontractor shall be compensated at the overtime rate established in the Subcontract, subject to the conditions and requirements of this Section.

It is the Subcontractor's responsibility to ensure individual overtime billing rates are incorporated into the subcontract prior to any individual working above the standard work hours. As a general rule overtime will not be approved or ratified except under unusual and unique circumstances. Additionally, HMIS will provide reimbursement only for hours where productive work is performed in pursuit of the subcontracted scope. Work associated with Subcontractor company business, travel time to or from the work place assignment, or for any Project closeout will not be reimbursed as a direct charge.

Subcontractor acknowledges that overtime premium pay is allowable only if authorized and deemed allowable and reasonable by DOE. Subcontractor agrees that it shall not be entitled to additional compensation for overtime premium pay unless the overtime premium pay is authorized by DOE and deemed allowable and reasonable.

If DOE disallows or deems unallowable, unreasonable, or otherwise not payable to Buyer any amount paid by Buyer to Subcontractor for overtime premium pay, Buyer shall be entitled to deduct the full amount disallowed and/or deemed unallowable, unreasonable, or otherwise not payable from the total value of the Subcontract.

Subcontractor shall submit an Overtime Justification Report each month no later than the 15th day of the month during the period of performance for this Subcontract, showing all overtime hours worked during the previous month and providing justification for every overtime hour worked. This report shall include Common Occupational Classification System sub-codes for all overtime hours and shall differentiate between premium and non-premium overtime. This report shall provide sufficient detail to demonstrate (1) compliance with all provisions of FAR 52.222-2, "Payment for Overtime Premiums (July 1990); (2) all other alternatives to overtime were evaluated and found inadequate or not feasible prior to working overtime; and (3) all overtime hours worked were in the best interest of the Government. The report shall include any other information reasonably requested by Buyer to demonstrate that Subcontractor's overtime premium pay is allowable, allocable, and reasonable.

Subcontractor agrees to revise any Overtime Justification Report promptly upon request by Buyer. If Subcontractor fails to revise any Overtime Justification Report promptly upon request by Buyer, Buyer shall be entitled to withhold the full amount of any payment that would otherwise be due for overtime premium pay for the period covered by the Overtime Justification Report for which Buyer requested revision until such time as Subcontractor revises the Overtime Justification Report in a manner acceptable to Buyer.



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Subcontractor agrees to provide promptly any and all information, data, documents, and records requested by Contractor to support any Overtime Justification Report. If Subcontractor fails to provide promptly any such information, data, documents, and records requested by Buyer, Buyer shall be entitled to withhold the full amount of any payment that would otherwise be due for overtime premium pay for the period covered by the Overtime Justification Report for which Buyer requested revision until such time as Subcontractor revises the Overtime Justification Report in a manner acceptable to Buyer.



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SECTION D – PACKAGING, MARKING, AND TRANSPORTATION INSTRUCTIONS

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SECTION E – INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS



8.0 Inspection, Acceptance, and Quality Assurance Requirements

8.1 DOE Inspection and Acceptance

- (a) The Government, through any authorized representatives, has the right at all reasonable times, to inspect, conduct oversight, evaluate, or otherwise assess the work (including construction work) performed or being performed hereunder and the premises in which it is being performed. If any inspection, oversight, or evaluation is made by the Government on the premises of the Buyer or a Subcontractor, the Buyer shall provide and shall require the Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- (b) Government inspection, oversight, evaluation, and other assessments of Subcontractor-performed work are for the sole benefit of the Government, and do not:
 - (1) Relieve the Subcontractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Subcontractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work.
- (c) The presence or absence of a Government representative, performing inspection, oversight, evaluation or assessment does not relieve the Subcontractor from any contract requirement, and does not change any term or condition of the specification.
- (d) For construction work:
 - (1) "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
 - (2) Acceptance of construction work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (e) Acceptance of all work and effort under this subcontract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any authorized representative, as designated in writing by the Contracting Officer.



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SECTION F – DELIVERIES OR PERFORMANCE



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9.0 Deliveries or Performance

9.1 Option to Extend the Term of the Subcontract

HMIS may exercise its option to acquire the optional services prior to the expiration of this Subcontract. HMIS shall issue a written notice of its intent to exercise the option thirty (30) days prior to the option's effective date. The actual exercise of the option shall be formalized via a Subcontract modification.

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by HMIS. HMIS will exercise the option(s) by providing written notice to the Subcontractor prior to expiration of the current effective period.

Option 1 - October 1, 2022 to September 30, 2023

Option 2 - October 1, 2023 to September 30, 2024

Option 3 - October 1, 2024 to September 30, 2025

Option 4 - October 1, 2025 to September 30, 2026



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SECTION G – SUBCONTRACT ADMINISTRATION



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10.0 Subcontract Administration

10.1 Electronic Mail Capability

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.

10.2 Foreign Nationals

If the Subcontractor has a foreign national (non-US Citizen) performing work under this subcontract an approved form, A-6001-978, *Project Hanford Foreign National Visit/Assignment Request*, must be on file with HMIS prior to commencement of the work. HMIS relies upon the Subcontractor's current representation and requires continual compliance with all requirements of the Unclassified Visits and Assignments by Foreign Nationals procedures. Should the Subcontractor have a change in their foreign national personnel during the Subcontract period of performance, the Subcontractor shall notify the cognizant Contract Specialist.

10.3 Closeout Certification

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within thirty (30) working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Buyer.

10.4 Estimated Billing

It is mandatory for continued acceptable performance that the Subcontractor provides monthly, to HMIS Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from the beginning of the fiscal month through the current fiscal month end. This information must be provided through HMIS VendReg database located at: <https://www5.hanford.gov/vendreg/> by the 15th of each month. This data must be provided for each Subcontract release until all payments are received and the Subcontract is complete.



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SECTION H – SPECIAL SUBCONTRACT REQUIREMENT



11.0 Special Subcontract Requirement

Following, is a list of the special subcontract requirements that HMIS expects.

11.1 Facility Closure Notice – Holiday and Work Schedules

NOTICE: *Daily work schedules and facility operations are NOT consistent on the Hanford Site. Many organizations and facilities observe Friday closures.*

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant HMIS organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

11.2 Work Hours Reporting

Subcontractor shall provide, by the last working day of each month, the total number of hours Subcontractor personnel performed work on the Hanford Site or government owned/controlled facility by Subcontract and Release number. This data shall be sent electronically via an e-mail to [^HMIS Contract Labor Hours](#).

11.3 Requirement for Lower Tier Subcontracting

Outlined are the requirements for lower tier subcontracting.

1. Any lower tier Subcontractor shall be bound by all required flow down requirements and expectations set forth in Subcontractor's Subcontract. Subcontractor's contract with lower tier Subcontractors shall specifically call out the provisions of HMIS Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the HMIS Statement of Work applicable to the lower tier's efforts.
2. Any lower tier subcontract issued shall include a clause or provision to further flow down these requirements to subsequent lower tier Subcontractors.

11.4 Limitation of Liability – Services

Carefully consider the following list of HMIS services limitation of liability.

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).
2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel," as used in this clause, means the



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Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:

- a. All or substantially all of the Subcontractor's business;
 - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.
4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.



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SECTION I – SUBCONTRACT CLAUSES



12.0 Subcontract Clauses

12.1 Representations and Certifications

HMIS, relies upon Subcontractor's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

The Subcontractor certifies that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
4. All Subcontractor employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under HMIS program for controlled substances;
5. Subcontractor's information in the HMIS registration system is current (no more than 12 months old); and
6. Subcontractor will update its representations and certifications in SAM on an annual basis.

12.2 Notification of Changes in Size and Status

Subcontractor shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned, and/or HUBZone small business.

Upon learning that any information contained in Subcontractor's written representations and certifications; information in the SAM database, including representation and certification information; supporting or explanatory statements and/or documentation; and/or vendor registration information is incorrect, incomplete, or has changed, Subcontractor shall immediately notify Buyer and provide updated or corrected information and a statement of the reason(s) for the update, correction, or change.

Subcontractor shall indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, if applicable; submit required reports or information thereunder; or promptly provide to Buyer any requested information and/or documents described in the preceding paragraph.



12.3 Service Contract Act Wage Determinations

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the Subcontractor shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

The applicable Wage Determination for this Subcontract can be found in the List of Subcontract Attachments section. During the term of this Subcontract, HMIS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

12.4 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple year and Option Contracts) (FAR 52.222-43, May 2014)

- a) This clause applies to both Subcontracts subject to area prevailing wage determinations and Subcontracts subject to collective bargaining agreements.
- b) The Subcontractor warrants that the prices in this Subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract. If no such determination has been made applicable to this Subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract.
- d) The Subcontract price, Subcontract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Subcontractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Subcontractor as a result of:
 - 1) The Department of Labor wage determination applicable on the anniversary date of the multiple year Subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Subcontractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the SUBCONTRACTOR voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - 2) An increased or decreased wage determination otherwise applied to the Subcontract by operation of law; or



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- 3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this Subcontract, affects the minimum wage, and Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- e) HMIS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by HMIS. The Subcontractor shall promptly notify HMIS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which HMIS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- f) HMIS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by HMIS. The Subcontractor shall promptly notify HMIS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which HMIS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- g) HMIS or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the SUBCONTRACTOR until the expiration of 3 years after final payment under the Subcontract.



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SECTION J – ATTACHMENTS



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13.0 Subcontract Attachments

13.1 List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. Subcontractor is responsible for downloading and complying with the applicable revision as identified below.

Attachment No.	Title	Revision	Date
1	Statement of Work	0	06/09/2021
2	Compensation Schedule –Price Proposal		
3	General Provisions –Fixed Price	3	07/15/2021
4	General Provisions – Time and Material-Labor Hour	3	07/15/2021
5	Special Provisions On-Site	1	02/22/2021
6	Service Contract Act Wage Determination WD 2015-5527	11	12/21/2020
7	Special Provisions Security and Facility Clearance	0	09/28/2020

UNLESS THE BOX BELOW IS CHECKED, The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this subcontract. This signature represents certification that all submissions



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(including electronic) associated with this subcontract award are accurate, current and complete.

☐ If checked, Subcontractor signature not required

Authorizing Signatures:

Subcontractor

Hanford Mission Integration Solutions

Name	Date	Name	Date
Title		Title	
Phone:		Phone:	